

GENERAL TERMS AND CONDITIONS (GTC)

General terms and conditions (GTC) for the website and webshop of de-almeida.art®

1. SCOPE OF APPLICATION

The use of the website and the online shop www.de-almeida.art, as well as sales contracts concluded through it, are exclusively subject to our General Terms and Conditions ("GTC"). At the same time, they contain legally required information about your rights and our obligations in distance selling and electronic business transactions.

2. PROVIDER / YOUR CONTRACTUAL PARTNER

Helena de Almeida
Rheinpromenade 9
D-40789 Monheim am Rhein

Phone: +49 (0) 21 73 / 265 039 – 6

Fax: +49 (0) 21 73 / 265 039 – 7

website: www.de-almeida.art

e-mail: helena@de-almeida.art

Local Court Monheim am Rhein
VAT identification number: DE320898664

3. ORDER; CONCLUSION, TEXT AND LANGUAGE OF THE CONTRACT

The presentation of goods in the online shop does not represent a legally binding offer to conclude sales contracts, but a non-binding invitation to order goods from us.

The following technical steps lead to the conclusion of the contract:

The goods presented on our product pages can be placed in the shopping basket by clicking on the button "Add to shopping basket".

If you go to the shopping basket by clicking the correspondingly named button "Checkout" and click the button "Buy Now" at the end of the online order form, you are making a legally binding offer to conclude a purchase contract for the items you have placed in the shopping basket. You can correct any input errors in the shopping cart by either changing the number of items in your shopping cart or by deleting items completely by clicking on the "Remove" button before proceeding to "Checkout".

The function "Buy now" is only active if you confirm that you have read and accepted our "General Terms and Conditions".

Immediately after we have received your contract offer, we will send you a confirmation of receipt by e-mail. This does not constitute acceptance of your contract offer. A sales contract is only concluded when you receive our declaration of acceptance ("order confirmation") which follows the confirmation of receipt. You will receive our acceptance or rejection of your contract offer by e-mail no later than two working days after receipt of your order.

If, at the time of ordering, no products you have selected are available we will inform you immediately of this in the order confirmation. If the product is permanently unavailable, we will not declare acceptance. In this case a contract is not concluded.

If the product you have ordered is only temporarily unavailable, we will also inform you of this immediately in the order confirmation.

The German and English languages are available for the conclusion of the contract. In the event of discrepancies or legal questions arising, the German version is always binding.

The contents of the contract consisting of your concrete order data and these General Terms and Conditions will be saved by us and sent to you together with the order confirmation. You can also view the AGB at any time in our online shop. An overview of completed orders is available to customers who have created a customer account after logging in.

In addition to the GTC, you can also view the terms of payment, the delivery and shipping conditions, the explanations on data protection and the right of withdrawal separately in our web-shop at any time.

4. PAYMENT TERMS

In all cases goods are delivered only against prepayment. We only accept payments in Euro.

This website works with the online payment service Stripe. This means that you can use all common payment methods (credit cards, PayPal, SEPA direct debit, instant bank transfer, etc.).

Please make sure that you enter all data correctly when checking out, as often incorrect or incomplete information can lead to your bank or card issuer refusing payment.

If you are not sure why your payment is refused, please contact your card issuer or bank.

5. DELIVERY AND SHIPPING CONDITIONS

a. Processing time of the order

Your order is usually processed within 3 working days and shipped from Germany. You will receive a shipping confirmation by e-mail as soon as your order has been shipped. You can also use the link from the e-mail to check the status of your delivery at any time.

b. Destinations

We supply you worldwide.

c. Service provider

We deliver exclusively with DHL. The usual delivery times for standard and express shipments can be found in the notes at www.dhl.de.

d. Shipping costs

The shipping costs are indicated in the order form and are to be borne by you unless you exercise your right of withdrawal.

e. Taxes & Import duty

Orders within the European Union include value added tax (VAT). No additional fees are charged.

Please note that for delivery to countries outside the European Union, additional costs such as local taxes, customs duties or customs clearance fees may apply, depending on the import regulations of the respective recipient country. These possible costs are at the expense of the buyer.

6. RESERVATION OF OWNERSHIP

We reserve title and ownership in the goods until full payment has been received. Prior to the transfer of ownership, pledging, transfer by way of security, processing or transformation is not permitted without our consent.

7. RIGHT OF WITHDRAWAL FOR CONSUMERS

As far as you buy for purposes that are predominantly neither commercial nor for your self-employed professional activity, and you therefore order from us as a consumer, you have a right to withdraw from the contract according to the following withdrawal information:

Withdrawal Information

a. Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving reasons.

The withdrawal period is fourteen days from the day on which you or a third party designated by you, other than the carrier, took possession of the goods.

In order to exercise your right of withdrawal, you must inform us (Helena de Almeida, Rheinpromenade 9, D-40789 Monheim am Rhein, e-mail: b.grimm@de-almeida.art) of your decision to withdraw from this contract by means of a clear written statement. You may use the attached model revocation form for this purpose, but this is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

b. Consequences of withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs, immediately and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you, and in no event will we charge you for this refund. We may refuse to refund until we have received the goods or until you have provided proof that you have returned the goods, whichever is earlier.

You shall return or hand over the goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the withdrawal from this agreement. This period is deemed to have been observed if you send the goods before the expiry of the fourteen-day period. You shall bear the direct costs of returning the goods.

You will only have to pay for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary for checking their condition, properties and functionality.

The right of withdrawal does not exist for contracts for the delivery of goods that were manufactured according to customer specifications or that are clearly customized to your personal needs or that are not suitable for return due to their condition.

c. Sample revocation form

A sample cancellation form can be found in the separate document "Right of cancellation" on this website. Please follow the link below: [Sample revocation form](#).

d. Special remarks

Unless otherwise agreed by the parties, the right of withdrawal does not apply to the following contracts:

- Contracts for the supply of digital content (e.g. download of graphic files for self-printing), if we have commenced performance of the contract and after you have expressly agreed that we commence performance of the contract before the end of the withdrawal period.

End of the withdrawal information

8. CLAIMS FOR DEFECTS / LIABILITY FOR DAMAGES

We ask you to immediately notify the transport person or us of any material defects you have recognised on delivery of the goods, e.g. obvious transport damage. Failure to give notice of defects shall not affect your legal claims, unless your purchase is a commercial transaction for both parties and you have a duty to give notice of defects in accordance with § 377 HGB (German Commercial Code). With your immediate notice of defects you enable us to assert our own claims against the transport person or the transport insurance company.

If goods are not free of defects upon delivery, you are entitled to demand supplementary performance, to withdraw from the contract or to reduce the purchase price and to claim damages in accordance with legal provisions.

We shall be liable without limitation in accordance with legal provisions for damage to life, body and health caused by us due to intentional or negligent breach of duty.

We shall be liable for property damage and financial loss insofar as we cause such damage intentionally or through gross negligence.

If we violate an essential contractual obligation or a cardinal obligation, i.e. an obligation the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which you may regularly rely, we shall be liable for material and financial damages even in the case of slight negligence. The same applies if you are entitled to compensation for the damage instead of performance.

In the event of a breach of an essential contractual obligation or a cardinal obligation due to slight negligence, our liability shall be limited to the foreseeable damage typical for the contract.

The above limitations of liability shall also apply if, by chance, delivery becomes impossible for us at a time when we are in default or if you assert other claims, in particular claims in tort or a claim for compensation for futile expenditure instead of performance. They shall not apply if we have assumed a guarantee or are liable under the Product Liability Act.

Insofar as our liability is limited or excluded, this applies equally to damages due to breaches of duty by our employees, workers, staff, representatives and vicarious agents.

9. COPYRIGHTS

We have copyrights on all pictures, films and texts published on our website and in our online store. Any use of the pictures, films and texts is not permitted without our express consent.

10. DISPUTE RESOLUTION / ONLINE COMPLAINTS PROCEDURE

The European Commission provides an Online Dispute Resolution (OS) platform. You can find it at <https://ec.europa.eu/consumers/odr/>. We are not obliged and in principle not prepared to participate in dispute resolution proceedings before a consumer conciliation body.

If you have any questions, complaints or objections, please contact our customer service in writing, preferably by e-mail at b.grimm@de-almeida.art.

11. APPLICABLE LAW

The law of the Federal Republic of Germany shall apply.

This choice of law applies to consumers only insofar as it does not deprive them of the protection afforded to them by mandatory provisions of the law of the state in which they have their habitual residence.

The UN Convention on the International Sale of Goods (CISG) is excluded.